


cash reserves of \$87,106.00 to collateralize the supersedeas bond. For this reason, Plaintiffs have not been able to secure a supersedeas bond in the amount of \$87,106.00.

3. Plaintiffs request that the Court consider an alternative method to satisfy the requirements of the supersedeas bond. The Plaintiffs propose that they immediately post a cash bond with the Court in the amount of \$25,000.00. Thereafter, Plaintiffs propose that they deposit a monthly payment of \$2,800.00 into the registry of the Court starting on January 1, 2019, and thereafter on the first of every month while their appeal is pending. This would fully protect Deutsche Bank from any damages that they might incur as a result of the appeal, which is the purpose of a supersedeas bond..

4. If the monthly payment of \$2,800.00 is not made on or before the 15th of any month, commencing January 1, 2019, the Defendant would have the right to move the Court to vacate the order suspending enforcement of the judgment.

5. This would both protect Defendant and preserve Plaintiff's appeal rights. If the Defendants are allowed to foreclose on the property, Plaintiff's appeal becomes moot.

Further affiant sayeth not.


Regina Y. Powe

Sworn to, acknowledged and subscribed before me on the 30th day of November, 2018.


Notary public in and for the state of Texas

